

keyfacts[®]

BEAZLEY MEDICAL MALPRACTICE INSURANCE – CLAIMS MADE AND REPORTED KEY FACTS SUMMARY

This key facts summary states the significant terms, conditions, limitations and exclusions of the Insurance Policy in order to help the Insured understand the coverage the Insured has purchased. This document is for information purposes only, does not constitute a contract of insurance and, therefore, does not provide the Insured with all the detailed terms and conditions of the policy. Please read the Policy Schedule, Policy and all other documents and discuss the coverage with the insurance agent or broker.

The Beazley Medical Malpractice Insurance contains some particularly important conditions which the Insured must satisfy or the Insured could lose some or all of the cover provided. Because these are particularly important, the Underwriters want to draw the Insured's attention to them and the Underwriters will highlight them in bold and capital letters within the Policy.

Separately, there is also a warranty that the Insured must pay the premium when it is due, including when any instalment is due. If the Insured fails to do so, then the Insured's cover will be suspended.

Who is the insurer?

Beazley Solutions Limited is a service company that is part of the Beazley group of companies. Unless otherwise specified in a specific cover, Beazley Solutions Limited has authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicates 623 and 2623 which are managed by Beazley Furlonge Limited. Beazley Solutions Limited is an appointed representative of Beazley Furlonge Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK (ref 204896) in its capacity as insurer.

What is covered?

The Beazley Medical Malpractice Insurance covers the Insured automatically for damages or claims expenses the Insured may be liable for because of physical injury, death, mental injury and illness, mental anguish, disease, disability, sickness and shock of any patient caused by the Insured's negligent act, error or omission during the conduct of the Insured's business at its facilities or as part of any Good Samaritan Act. The Insured should review the cover periodically to ensure it remains adequate.

In addition, the Insured will also have the following covers:

- Professional Indemnity cover in relation to any financial loss caused to third parties by the Insured's negligent act, error or omission during the provision of professional services.
- Loss of documents (destruction, damage or loss) owned or are entrusted to the Insured.
- Breach of professional confidentiality during the Insured's business.
- Libel and slander committed by the Insured without malice in the conduct of the Insured's business.
- Inquest costs in respect of unexpected deaths which may give rise to a claim.

- General Dental Council Investigation Costs in respect of fitness to practice investigations and hearings.
- Automatic Run-off for 12 months for death, retirement, disability.
- Automatic Run-off for 12 months for maternity or paternity leave where the insurance is not renewed.
- Public/General cover in relation to any bodily injury and/or property damage caused by an accident in connection with the Insured's business (if purchased).

What is not covered?

The Beazley Medical Malpractice Insurance excludes cover for (this is not an exhaustive list, please read the Policy for a full list of exclusions):

- Circumstances and claims known by the Insured before the inception date of this insurance, unless declared and agreed by the Underwriters.
- Claims caused by any malpractice incident, negligent act, error, omission, breach or loss occurred before the Retroactive Date stated in the Schedule.
- Dishonest and malicious acts.
- The operation of blood or human tissue banks unless that is the Insured's usual business.
- Medical research services, medical trials or drug testing.
- Product Liability.
- Public liability (unless this cover is purchased).
- Claims if the Insured is under the influence of drugs and/or alcohol.
- Sexual abuse or molestation by the Insured.
- Loss of medical records.
- Claims between Insureds.
- Liability that the Insured assumes under a contract or agreement.
- Employment related practices liability.

What must the Insured do if the Insured receives a claim or becomes aware of a circumstance that might give rise to a claim?

The Insured must notify the underwriters in writing as soon as reasonably practicable of any claim made against the Insured during the policy period or any circumstance that can give rise to a claim. Please notify a claim to:

Claims

Beazley Group
Plantation Place South
60 Great Tower Street
London EC3R 5AD
Telephone: 020 7667 0623
Email: International.Healthcare@beazley.com

Please note that this is an **IMPORTANT CONDITION** and it is very important that the Insured complies with this condition or the Insured could lose some or all of the cover provided.

What and how much will we pay?

We will pay damages, claims expenses and inquests costs up to the amounts stated in the Schedule as limits of liability subject to the terms, conditions and exclusions of this Insurance

What is a claims made and reported policy?

The Beazley Medical Malpractice Insurance is a claims made and reported policy. This means that the Policy only provides the Insured coverage for claims made against the Insured and reported to the Underwriters in writing during the policy period and only for any malpractice incident, negligent acts, errors or omissions, loss or breaches which occurred on or after the retroactive date and before the end of the policy period.

Policy Period is the period of insurance shown in the Schedule and usually runs for 12 months unless stated otherwise.

Please check the Schedule to confirm the exact duration of the Policy and the Retroactive Date.

Can the policy be cancelled?

The Policy can be cancelled by the Underwriters or by the Insured by sending notice to the other party stating when, not less than 30 days thereafter, this cancellation shall be effective. Please read the Policy for more information in relation to the requirements for cancellation.

Any complaints?

If the Insured has any questions or concerns about this policy or the handling of a claim the Insured should, in the first instance, contact:

Beazley Complaints

Beazley Group
Plantation Place South
60 Great Tower Street
London EC3R 5AD

All correspondence should be addressed to Beazley Complaints.

Or by telephone: 020 7667 0623
Or by email: beazley.complaints@beazley.com

In the event that the Insured remains dissatisfied and wishes to make a complaint, it may be possible in certain circumstances for the Insured to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA
Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com
www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If the Insured remains dissatisfied after Lloyd's has considered the complaint, the Insured may have the right to refer the complaint to the Financial Ombudsman Service.

Compensation

The Underwriters are covered by the Financial Services Compensation Scheme.

The Insured may be entitled to compensation from the Scheme if the Underwriters are unable to meet their obligations to the Insured under this contract. If the Insured is entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Telephone: 0800 678 1100 or 020 7741 4100 or on their website: www.fscs.org.uk .